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February 4, 2014

Honorable Denis R. Hurley
United States District Judge
United States District Court
Eastern District of New York
100 Federal Plaza
Central Islip, New York 11722

Re: Pollner v. United Healthcare Insurance Company
USDC EDNY Index number: CV 13-1881 (DRH) (GRB)

Honorable Denis R. Hurley:

Please be advised that we represent the Plaintiff in this matter and this correspondence is in response to Defendant's correspondence to the Court of January 24, 2014.

Plaintiff, Dr. Mark Pollner has been an anesthesiologist for the past thirty five years and commenced this action in New York State Supreme Court in an attempt to be compensated for anesthesia medical services provided to patients insured by Unitedhealthcare and to be compensated for tortious interference with his contractual relationship with the primary surgeons by the Defendant. Plaintiff has not been compensated at all for approximately 70 claims.

It is the Plaintiff's position that the Defendant's request for a pre-motion conference is attempt to circumvent the procedure set forth by Magistrate Judge Gary R. Brown in that any application for a motion conference be held in abeyance until completion of discovery.

Further, the Defendant's were well aware of any alleged overpayments on unrelated medical claims from years past prior to their submission of their Answer in this matter and and inter alia would be barred by the doctrine of laches from asserting these old matters by way of a counterclaim.

As throughout these proceedings the Defendant is attempting again to bully the Plaintiff into discontinuing this action and it appears that the attorney fees the Defendant has incurred has exceeded the amount that the Plaintiff would accept as compensation for the claims he has received no payment.

As indicated in Defendant's previous correspondence, Unitedhealthcare has made the payment to out of network medical providers' impossibility with a myriad of requirements that are impossible to satisfy. A fact on point is that Unitedhealthcare makes an issue of assignment of

benefits by the patient and then states that even if the patient does assign benefits to the medical provider the patient is prohibited from doing so by the terms of the contracts of insurance.

Dr. Pollner, as a result of economic necessity abandoned his desire not to be a participating medical provider and became a participating provider with Unitedhealthcare and at issue in this matter are claims that were submitted during his application process for such which was delayed by the Defendant Unitedhealthcare.

We respectfully request that any pre-motion conference and or motions be denied.

Thank you for your kind consideration in the matter and if you have any questions please contact me.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'RS', with a long horizontal flourish extending to the right.

Robert A. Santucci

cc: Michael H. Bernstein, Esq.
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